Distributor Agreement

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The PARTIES

On the one hand, Dr.   , of legal age, with (Nationality) ID   with address for the purposes of this document in   .

And of another, Mr. Daniel Martínez de Dios, of legal age, with ID No   , with address for the purposes of this document in Barakaldo, Bizkaia.

INTERVENE

The first in name and representation   (hereinafter CUSTOMER/DISTRIBUTOR, DISTRIBUTOR or PARTIES), domiciled for the purposes of this document in   and ID No   .

And the second in the name and representation of Lazarus Integración, S.L. (hereinafter SUPPLIER or PARTIES), Spanish company with registered office in Pz. Echaniz firefighter, N°4 (Bilbao), postal code 48010 and C.I.F. N° B95843744.

EXPOSE

- That Lazarus Integration, S.L has the distribution rights of IMTLazarus and that it has the knowledge and infrastructure necessary to provide the service.

- That   is dedicated to providing solutions and providing consulting, assistance and infrastructure services to companies and educational entities.

Both PARTIES have decided to sign this Agreement stipulating the following terms:

DEFINITIONS

SaaS: Software as a Service. Application Service Provider, provides the ability to use a Web application exclusively over the Internet.

WEB APPLICATION: Any sequence of instructions or indications intended to be used, directly or indirectly, in a computer system to perform a function or a task or to obtain a certain result, whatever its form of expression and fixation. The interface is a Web browser, and execution occurs at the Application Services provider.

CUSTOMER DATA / DATABASE: Collection of data arranged in a systematic or methodical way and accessible individually only by the customer through the Web application.

USER: Person who has the right to use the program for being authorized to do so exclusively through the Internet, using a Web browser.

IMTLAZARUS: It consists of two elements. The first of these, comprises a SaaS platform from which a management environment is provided on the enrolled devices. The second element consists of an agent that, depending on the type of technology, enables the management of the device.

CUSTOMER/DISTRIBUTOR or DISTRIBUTOR: For the purposes of this Agreement, the legal entity responsible for the distribution of IMTLAZARUS and which acquires the support commitments to the CUSTOMER/COLLEGE.

CUSTOMER/SCHOOL: For the purposes of this Agreement, it is understood as the final customer using IMTLAZARUS provided by the DISTRIBUTOR.

LEVEL II SUPPORT: Set of actions where intervention by the SUPPLIER is required, where the CUSTOMER/DISTRIBUTOR by its own means does not have the capacity to resolve by itself the detected incident.

FIRST: OBJECT

By the present Contract, the SUPPLIER grants to the DISTRIBUTOR accepting this, the distribution right of IMTLAZARUS in a non-exclusive way for the DISTRIBUTOR to carry out the provision of the marketing services of IMTLAZARUS, and associated implementation and support services.

SECOND: SCOPE OF SERVICE AND LICENSING MODEL

2.1 - The SUPPLIER's licenses shall be SaaS in terms of the scope and conditions described below:

1. Access through the Internet to the service, applications and contracted USERS, using a web browser and allowing, through the use of credentials, access to each of the USERS.
2. Access to information resources on IMTLAZARUS updates and functionalities through the PROVIDER panel (manager.imtlazarus.com)
3. SUPPLIER level II support.

2.1.1.- Discontinuity of service

The Web service provided through the Internet may be subject to failures in the infrastructures of the server, the Internet network and other programs installed on the client's device from where they connect to the service; all these events are not attributable to the PROVIDER. For this purpose and without limitation, the SUPPLIER shall not be responsible, for example, for the alteration of the speed and quality of communications

2.1.2.- Express exclusions

In no case shall this Agreement include:

1. The special circumstances of the CUSTOMER/DISTRIBUTOR or the new needs arising with the use of IMTLAZARUS.
2. The incorporation of the elements necessary to adapt to technological developments in the CLIENT/SCHOOLS device. By way of illustration, but not by way of limitation, for example, the latest versions of operating systems, the Internet browser, the Internet connection or any other elements not attributable to the PROVIDER.
3. The correction of anomalies that bear no causal relationship to the scope of the service defined in this Agreement.

4. The tasks necessary to restore the previous situation resulting from incorrect operations by the CUSTOMER/DISTRIBUTOR or third parties that cause loss of information, destruction or disorganization of the data.

THIRD: LICENCE FEES AND BILLING MODE

3.1.- All license fees will be shown in the IMTLazarus Website (https://www.imtlazarus.com/en/partner-resources).
The costs of the different licenses expressed are Retail Price / Final Customer Price.

3.2.- Specific conditions that apply to all licenses.

- Supervisor accounts: teacher and parent are free (included in the license fee).
- The minimum number of licenses per server is 25.

3.3.- Concepts excluded from all licenses.

- On-site training.
- Configuring devices outside of MDM.
- On-site support to the educational centre.
- These concepts can be negotiated by the DISTRIBUTOR and added to the license cost.

3.4.- Discounts or margin on the price of licences.

As a general rule, for the DISTRIBUTOR a 35% margin on the Retail Price / Final Customer Price is applied. However, in volume deals there are special conditions. The general rule to apply in this case is that the application of the margin is proportional to the Retail Price / Final Customer Price. However, the PROVIDER reserves the right to modify the general rule.

Similarly, depending on the market, there may be licences with a different margin of 35%.

3.5.- Billing Method.

For licenses activation by PROVIDER to the CUSTOMER/DISTRIBUTOR the following documents and processes are mandatory:

- Application document.
- Effective transfer of payment.
- The costs of the DISTRIBUTOR agreed with the CUSTOMER, if any, must be shown separately and on the same invoice.
- Once the licenses deployment procedures are performed no refund from PROVIDER is accepted.
- Licenses which payment has not been completed within the deadlines indicated by the PROVIDER will be deactivated.

FOURTH: OBLIGATIONS OF THE SUPPLIER

4.1.- The SUPPLIER will provide the necessary technical information and documentation on IMTLAZARUS to the CUSTOMER/DISTRIBUTOR.

4.2.- The SUPPLIER undertakes to comply with the stipulations expressed in point 2 (SECOND: SCOPE OF THE SERVICE AND LICENSING MODEL) of this Agreement.

FIFTH: OBLIGATIONS OF THE CUSTOMER/DISTRIBUTOR

5.1.- The CUSTOMER/DISTRIBUTOR shall have the right to organise its sales activities as it considers best, in its name and on its own account, by contracting to its CUSTOMERS/COLLEGES of use licences, setting the terms of the contract with their CLIENTS/SCHOOLS, respecting the terms of this Contract and always respecting the levels of quality and presence appropriate to the service and the market to which they are addressed.

Additionally, care will be taken not to perform actions that could in any way damage the image and brand of IMTLAZARUS.

5.2.- The CUSTOMER/DISTRIBUTOR will have technically qualified personnel to train and subsequently perform the maintenance services installation, configuration and technical assistance of IMTLAZARUS.

5.3.- The CUSTOMER/DISTRIBUTOR may not license, sublicense, sell, resell, transfer, assign, or distribute to entities other than CUSTOMER/COLLEGE.

5.4.- The CUSTOMER/DISTRIBUTOR has the obligation to perform the relevant CUSTOMER/COLLEGE connectivity check, so that it meets the requirements of Annex

1 called Technical Requirements and required by IMTLAZARUS for a correct operation once the project is implemented.

5.5. - Additionally, the CUSTOMER/DISTRIBUTOR has to verify that the conditions of the devices are as detailed in Annex 1 of Technical Requirements provided by the SUPPLIER.

SIXTH: ADDITIONAL PROVISIONS

6.1.- Communications

All communications to be made between the CUSTOMER/DISTRIBUTOR and the SUPPLIER in connection with this Agreement shall be made in writing or by e-mail to the following persons:

CONCEPT	By THE DISTRIBUTOR	By THE SUPPLIER
Full Name		Daniel Martínez
Postal Address		Pz. Bombero Echaniz, N° 4 Bilbao, CP 48010 – Vizcaya - España
Email address		daniel@imtlazarus.com

6.2.- Limitation of liability

6.2.1.- Neither the SUPPLIER, nor the CUSTOMER/DISTRIBUTOR shall be liable for any damages caused to each other by breach of the Contract which are due exclusively to force majeure.

6.2.2.- In any case, the SUPPLIER shall not be liable for any direct or indirect damage or damage, loss or loss of profits (loss of profits, income, customers, business and/or data or similar) that the CUSTOMER/DISTRIBUTOR may suffer for the provision of the services covered by this Agreement. In addition, the SUPPLIER shall not be liable for damages that the CUSTOMER/DISTRIBUTOR may suffer from computer virus attacks or analogous to its information systems.

6.2.3.- THE SUPPLIER is exonerated of liability for the breach of this Agreement when the CUSTOMER/DISTRIBUTOR or a third party hinders the provision of the contracted services, or for lack of cooperation of the latter.

6.2.4.- In any event, the liability of the SUPPLIER, as well as the compensation of damages and the payment of interest, is limited and will not exceed in any case, and regardless of the cases that generate them, the amount charged by the SUPPLIER for the licence to use during the year in which the non-compliance occurred.

6.3.- Previous amendments and agreements

6.3.1.- This Agreement may be amended or amended only by a written instrument issued by the authorized representative of the PARTIES, which shall be annexed hereto.

6.3.2.- This Agreement supersedes any agreement entered into by the PARTIES for the same purpose prior to the date of signature of this Agreement.

6.4- Duration of the Contract. Extension, suspension and termination

6.4.1.- This Agreement and distribution right shall remain in force for two (2) years and shall be automatically extended for periods of one year.

6.4.2.- In case of non-payment of any term or fee issued by the SUPPLIER, the SUPPLIER is authorized to suspend the contracted service, with the need of prior communication to the CUSTOMER/DISTRIBUTOR and giving a period of correction of thirty (30) days. In the event that the non-compliance has not been remedied within the established period, the SUPPLIER shall suspend the service.

6.4.3.- This Contract shall be deemed to be terminated by the non-renewal specified in point 6.4.1. However, in addition, it may be decided in advance in the following cases:

a) By mutual agreement between SUPPLIER and DISTRIBUTOR to be formalized in writing

b) At the request of either PARTY, in the event of a serious breach of any of the obligations of this Agreement. In this case prior to the exercise of the power of termination (and to the extent that the cause of non-performance can be remedied), the performing party shall require the non-performing party by notification to put an end to it, granting it a period of thirty (30) days from the date on which the defaulting party receives such notification of non-compliance. After this period of time without the defaulting party having remedied the situation of non-performance, the performing party may terminate the Contract.

In the event that this Agreement is resolved in accordance with the provisions of this Clause, or any other legally established circumstances, the rights and obligations set forth therein shall be deemed to be automatically terminated.

6.5.- Confidentiality

6.5.1.- Regarding confidentiality obligations, the PARTIES refer to the corresponding **Annex 2** in this Agreement.

6.6.- Data protection

6.6.1.- Processing of personal data.

On the website of www.imtlazarus.com the privacy policy of IMTLAZARUS (http://www.imtlazarus.com/en/privacy-policy/) is included. Lazarus Integración, S.L has adapted its data protection policy under the regulations in force since May 25, 2018.

6.6.2.- Processing of personal data of the CLIENT/COLLEGE.

The service allows you to enter your own documents and information, which belong to and are the sole responsibility of the CLIENT/COLLEGE. IMTLAZARUS as a SUPPLIER, has the obligation to comply with the obligations under the GDPR and the legal regime that it may apply, both at the European Union level and within any other geographical scope where IMTLazarus is distributed.

6.6.3.- Cloud computing

IMTLAZARUS or, where applicable, its DISTRIBUTORS, to provide cloud computing services may involve access to personal data. This is a mixed mode of cloud computing, a private cloud where independent networks for CLIENTS/SCHOOLS are created within a high availability platform.

IMTLAZARUS offers a SaaS service to CLIENTS/SCHOOLS (As a Service Software Service model).

To provide the service IMTLAZARUS has subcontracted part of it with several SUPPLIERS. In compliance with the current regulation on the protection of personal data, IMTLAZARUS guarantees that all its SUPPLIERS will also comply with the appropriate security measures regarding the data of the DISTRIBUTOR and its CUSTOMERS/COLLEGES.

6.7.- Additional clauses

6.7.1.- The PARTIES guarantee that they will act in strict compliance with the values of transparency, trust and respect for commitments made with third parties, therefore they shall not alter existing commercial relations in such a way as to affect contractual agreements entered into with them.

6.7.2.- This Agreement entitles both the SUPPLIER and the DISTRIBUTOR to carry out advertising campaigns, cite as reference and/or marketing actions related to it, and may mention the collaboration provided or provided by the SUPPLIER worldwide.

6.8.- Amicable settlement of disputes and jurisdiction

6.8.1. In the event of any dispute arising in connection with the interpretation, execution or termination of this Agreement, either PARTY may invoke the dispute resolution procedure set out below. To this end, a PARTY that wishes to invoke such a procedure shall notify the other Party in writing at least seven (7) calendar days in advance.

The Dispute Resolution Procedure shall consist of the study and attempt to resolve disputes, for a period of sixty (60) days from the receipt of the notification referred to in the preceding paragraph, by a Committee constituted on an equal basis by representatives of the PARTIES to the conflict, which shall take decisions unanimously. If the PARTIES to the conflict reach an agreement, it shall be recorded in writing and, once signed by the duly authorised representatives of each PARTY, such agreement shall be binding.

6.8.2. Either PARTY may initiate judicial proceedings to settle the dispute in the event of one of the following two situations:

- That the partners assigned by the two PARTIES conclude in good faith that it is impossible to reach an amicable agreement; or
- sixty (60) calendar days have elapsed since the Dispute Settlement Procedure was initiated without agreement.

If it is not possible to resolve the dispute by agreement, the disputes will be submitted exclusively to the jurisdiction and competence of the Courts and Tribunals of the domicile of the SUPPLIER.

To be effective, it is signed on the date indicated at the start of the Contract :

On behalf of:	On behalf of:
Lazarus Integración	
Fdo: Daniel Martínez	Fdo: